

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

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**In re: PHARMACEUTICAL INDUSTRY  
AVERAGE WHOLESALE PRICE LITIGATION**

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**MDL No. 1456  
Civil Action No. 01-CV-12257-PBS  
Subcategory Case. No. 03-10643-PBS**

**THIS DOCUMENT RELATES TO:**

**Hon. Patti B. Saris**

*The City of New York, et al.,*

*Plaintiffs,*

*v.*

*Abbott Laboratories, Inc., et al.,*

*Defendants.*

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**PAUL F. DOYLE** declares, pursuant to 28 U.S.C. § 1746, that:

1. I am a member of the law firm of Kelley Drye & Warren LLP, counsel to Dey Pharma, L.P. (formerly known as Dey, L.P.) and Dey, Inc. (collectively, “Dey”). I am admitted to practice law before the United States District Court for the District of Massachusetts. My Massachusetts Board of Bar Overseers number is 133460.

2. I make this Declaration in support of Dey’s Motion to Amend the Court’s Decision and Order Regarding Claims Reimbursed on the Basis of FULs.

3. The basis for my knowledge is my review of the files maintained by Kelley Drye & Warren LLP as part of its representation of Dey and my own personal knowledge of the facts and circumstances set forth herein.

4. In July 2009, I negotiated a settlement on behalf of Dey with Joanne Cicala and Daniel Hume of the law firm Kirby McInerney LLP, counsel for the plaintiffs in this action, certain counties in the State of New York (“Plaintiffs”).

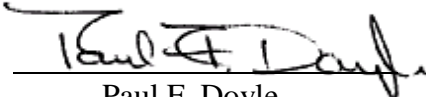
5. The terms of the settlement agreed to in July 2009 include a payment by Dey of a sum certain in exchange for a release of all claims against Dey at issue in this action, including claims concerning payments for Dey's drugs calculated on the basis of FULs. New York State was subsequently added as a signatory.

6. The settlement agreement was memorialized in writing executed by Dey on February 3, 2010, and by Ms. Cicala and Randall Fox of the New York State Attorney General's Office on February 23, 2010. On March 3, 2010, Dey paid the settlement amount. A stipulation of dismissal with prejudice as to Dey will be filed in due course.

7. I forwarded Plaintiffs' counsel a proposed written settlement agreement on July 30, 2009, shortly after we negotiated the settlement. There have been some additional negotiations regarding the language in the written settlement agreement since then. However, the essential terms of the agreement, namely the amount of the payment by Dey and the full release, have not changed since July 2009.

I declare under the penalty of perjury of that the foregoing is true and correct.

Executed on April 7, 2010.

  
Paul F. Doyle

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing was delivered to all counsel of record by electronic service pursuant to Paragraph 11 of Case Management Order No. 2, by sending on April 1, 2010, a copy to LexisNexis File and Serve for posting and notification to all parties.

By: /s/ Philip D. Robben  
Philip D. Robben